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April 19, 2002 APR 19 AM 11 49  
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VIA HAND DELIVERY

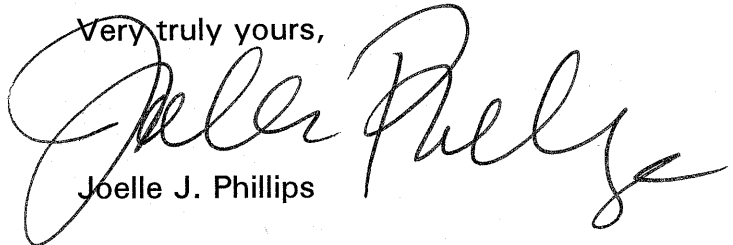
David Waddell, Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37238

Re: *Petition of MCImetro Access Transmission Services, LLC and Brooks  
Fiber Communications of Tennessee, Inc. for Arbitration of Certain  
Terms and Conditions of Proposed Agreement with BellSouth  
Telecommunications, Inc. Concerning Interconnection and Resale  
Under the Telecommunications Act of 1996*  
Docket No. 00-00309

Dear Mr. Waddell:

Enclosed are the original and thirteen copies of BellSouth's Proposed Contract Language for Issue 28. Copies of the enclosed are being provided to counsel of record.

Very truly yours,



Joelle J. Phillips

JJP:ch

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In Re: *Petition of MCImetro Access Transmission Services, LLC and Brooks Fiber Communications of Tennessee, Inc. for Arbitration of Certain Terms and Conditions of Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996*

Docket No. 00-00309

**BELLSOUTH TELECOMMUNICATIONS, INC.'S**  
**PROPOSED CONTRACT LANGUAGE FOR ISSUE 28**

BellSouth Telecommunications, Inc. ("BellSouth") hereby submits its proposed contract language for Issue 28.

**Issue Description:** What language should be included in the parties' interconnection agreement regarding the download of BellSouth's CNAM Database to MCI?

*Arbitration Issue 28: Should BellSouth provide the calling name database via electronic download, magnetic tape, or via similar convenient media? (Attachment 3, Section 13-7 – 13.7.2.5)*

**BellSouth's Proposed Language:**

13.7. Calling Name (CNAM) Database: The CNAM Database contains subscriber name and telephone number information used to show the calling party name of an incoming call on a display attached to the telephone of the terminating carrier's end user. Access to the CNAM database is available via two methods, as described below. **[Agreed]**

13.7.1 Calling Name (CNAM) Database Service, which accesses the CNAM database on a per query basis, shall be provided at the rates set forth in Attachment 1 to this Agreement. MCI must provide to its account manager a written request with a requested activation date to activate this service. If MCI is interested in requesting CNAM with volume and term pricing, MCI must contact its account manager to request a separate CNAM volume and term Agreement. **[Agreed]**

13.7.2 In lieu of or in addition to the foregoing, upon MCI's request, BellSouth shall provide to MCI an electronic download of the CNAM Database for the state of Tennessee. Such download shall be provided via Connect:Direct, or upon mutual agreement, the Parties may elect to provide the download via another method of delivery. Such download shall be provided in accordance with the following: **[Agreed]**

13.7.2.1. Upon MCI's written request, BellSouth shall develop a system through which BellSouth shall provide to MCI a download of all the information described in this Section 13.7 for the state of Tennessee in BellSouth's Customer Name (CNAM) database. The downloaded information shall include only the information that would be accessible to MCI on a per query basis. **[Agreed]**

13.7.2.1.1 Further, the database download shall not include third party (e.g., ILEC, CLEC, and independent telephone company) subscriber records stored by BellSouth within its Customer Name (CNAM) database if prohibited by contractual arrangements with such third parties. **[Disputed]**

13.7.2.2 Within ten (10) business days of MCI's request, BellSouth shall submit to MCI an estimate of the nonrecurring charge for development of the download process and the recurring charge for maintenance of the database and, including costs for the screening of data not subject to the download pursuant to this section 13.7, and for updated downloads, and such estimate shall be in accordance with the procedure in Attachment 1 for developing new prices. MCI will respond to BellSouth within thirty (30) days after receipt of the charges from BellSouth as to whether MCI accepts the estimated charges and wishes to receive a detailed price quote. If MCI elects to receive a detailed price quote, it shall so notify BellSouth in writing and BellSouth, within an additional twenty (20) days, shall submit to MCI a firm price quote for the download, in accordance with Attachment 1. If MCI elects to proceed with the download, MCI shall notify BellSouth of such intent and shall pay to BellSouth the nonrecurring charges for systems development. If negotiations of a firm price are incomplete, MCI may accept BellSouth's firm price quote as an interim rate, pursuant to subsection 1.4.1 of Attachment 1, and pay such interim rate, subject to retroactive true-up. Prior to transmission of the initial download, the Parties shall meet to establish appropriate business processes for downloads and updates of the data, including but not limited to initial download file size and anticipated update volume. If MCI thereafter chooses to cancel its request for a download, BellSouth will return to MCI that portion of the nonrecurring

charges that BellSouth has not yet incurred as of the date of cancellation. BellSouth shall develop the system in accordance with a reasonable implementation schedule mutually agreed to by the Parties. **[Disputed]**

13.7.2.2.1 The charge to MCIIm for providing the CNAM database shall include all developmental costs, including those costs associated with screening information not subject to download as provided in this Section 13.7. **[Disputed]**

13.7.2.3 The initial download shall reflect all data that is current as of one business day prior to the provision date. **[Agreed]**

13.7.2.4 BellSouth shall update, at Parity, the CNAM Database Information via downloads of all database changes (i.e., additions, deletions, and modifications) to MCIIm on each business day. Upon request of MCIIm, BellSouth shall provide a complete database download to ensure data accuracy, at the rates negotiated by the Parties or at the interim rate subject to true-up. If a BellSouth update corrupts or otherwise degrades the integrity of the database, because of an error or omission of BellSouth, BellSouth shall provide a complete database download at no cost to MCIIm. **[Agreed]**

13.7.2.5 Any download of information in the CNAM Database for Tennessee is provided to MCIIm only for MCIIm to query originating calls to an MCIIm local end user for the purpose of providing caller identification name to the MCIIm end user. MCIIm shall not use the data for any other purpose, including but not limited to (1) selling queries to third parties, (2) disclosing such information to third parties or affiliates, or (3) marketing any service of MCIIm or any third party. BellSouth shall have the right to audit MCIIm's use of the data to determine compliance with this Subsection. Such audit shall be performed at BellSouth's expense by an independent auditor, shall be based on a good faith belief that MCIIm is not complying with this subsection, and shall be in accordance with Generally Accepted Auditing Standards (GAAS). The independent auditor shall keep MCIIm's network and operational information strictly confidential, and shall only release the final audit results

to BellSouth. In the event of a breach of this Section, all updates to the CNAM information shall cease, and MCI shall immediately return all data to BellSouth. **[Disputed]**

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: Guy Hicks by J. Phillips  
Guy M. Hicks *with permission*  
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Michael Twomey  
675 W. Peachtree St., NE, Suite 4300  
Atlanta, GA 30375

**CERTIFICATE OF SERVICE**

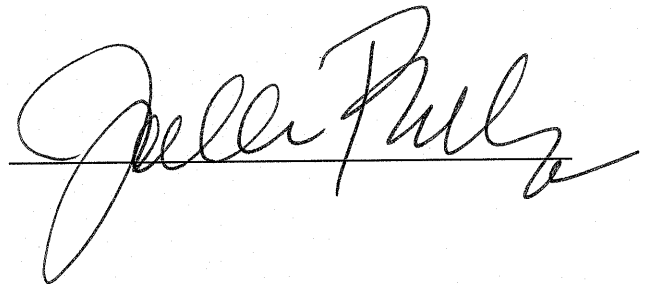
I hereby certify that on April 19, 2002, a copy of the foregoing document was served on the parties of record, via the method indicated:

- ☐ Hand
- ☒ Mail
- ☐ Facsimile
- ☐ Overnight

Jon E. Hastings, Esquire  
Boult, Cummings, et al.  
P. O. Box 198062  
Nashville, TN 37219-8062

- ☐ Hand
- ☒ Mail
- ☐ Facsimile
- ☐ Overnight

Susan Berlin  
Dulaney L. O'Roark, III  
MCI WorldCom, Inc.  
Six Concourse Pkwy, #3200  
Atlanta, GA 30328

A handwritten signature in dark ink, appearing to read "Jon E. Hastings", is written over a horizontal line.